



Organisation Chain :	Department of Electronics and Information Technology(DeitY) Centre for Development of Advanced Computing - DeitY Chennai - C-DAC - DeitY
Tender ID :	2024_DIT_824367_1
Tender Ref No :	C-DAC (C)/RFP/TCTR/01/2024-25
Tender Title :	Empanelment of Agencies to Provide Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years
Corrigendum Type :	Terms and Conditions

Corrigendum Document Details

Corr.No.	Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
1	CorrigendumIII for Terms and conditions	Corrigendum for terms and conditions is enclosed	11-Sep-2024 07:28 PM	CorrigendumIII110924.pdf	1948.85
2	Corrigendum for Terms and conditions	Corrigendum 1 is attached	06-Sep-2024 06:16 PM	COR1.pdf	434.83

Corrigendum –III
Tender ID : 2024_DIT_824367_1

Tender Reference Number : C-DAC (C)/RFP/TC&TR/01/2024-25

Tender Title : Empanelment of Agencies to Provide Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years

PricewaterhouseCoopers Pvt. Ltd.					
S.no	RFP Page	SECTION	Existing Clause	Bidders Requisition	Amendment /Clarification
1	6	Empanelment Summary	Empanelment Summary- Last date and time for online Bid submission: 17.09.2024 at 3.00 PM.	Request you to provide bid extension minimum till 30th September 2024	No change.
2	5	Empanelment Summary	Earnest Money Deposit	Request you to allow to provide EMD in form of Bank Guarantee instead of Money Transfer.	Under Empanelment Summary , Earnest Money Deposit Section is to be reads as follows instead of existing : "Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only). The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as per GFR standard format) from any of the Commercial Banks or payment online in an acceptable form to CDAC Chennai (C-DAC Chennai Account number mentioned below) before the bid submission end date & time mentioned in the RFP". C-DAC Account Details: Name: Centre for Development of Advanced Computing (C-DAC) Bank Name: State Bank of India Branch Name: Tidel Park Address: No:4, Canal Bank Road, Taramani, Chennai-600113 Account Number: 33653043152 IFS Code: SBIN004285 Note: The hard copy of DD/BG/FDR to be reached at Chennai office on (or) before the last date of Bid submission and scan copy of the same to be submitted along with Technical Bid Document.
3	13	Pre-Qualification Criteria-4	The Bidder should provide a Bank Solvency Certificate to the tune of minimum Rs.50 Cr.	Please clarify that the insolvency certificate will be provided as self declaration by the bidder	The letter needs to be issued by bank only
4	14	Pre-Qualification Criteria-8	The bidder should have at least 1000 Professionals and out of which minimum 500 should be working in Government projects as on Bid closing Date:	Request you you to modify the clause as mentioned below, "The bidder should have at least 1000 Professionals and out of which minimum 100 should be working in Government projects as on Bid closing Date"	Under clause 12.Eligibility criteria -I. Pre qualification Criteria-Sr. no.8 to be reads as follows instead of existing : "The bidder should have at least 1000 Professionals and out of which minimum 250 should be working in Government projects as on Bid closing Date"
5		II. Technical Evaluation Criteria-1	The bidder should have the following experience in the last 5 Financial Years with as on date of submission of bid	Request you to modify the clause as mentioned below, "The bidder should have the following experience in the last 7 Financial Years with as on date of submission of bid:"	No change

6	16	Technical Evaluation Criteria-2	The bidder should have the following experience in the last 5 Financial years as on date of submission of bid: Number of projects each involving following domains/technologies: 1. Blockchain projects 2. AI/ML 3. Data Analytics 4. GIS 5. Cyber Security 6 Cloud Computing 7. Quantum Computing 8. AR/VR 2 Marks Per Project & Domain. Supported Document: Copy of Letter of Intent or Work Order And Agreement or letter from clients must be submitted	Request you to modify the clause as mentioned below, The bidder should have the experience in minimum 6 below listed domains in the last 5 Financial years as on date of submission of bid: Number of projects each involving following domains/technologies: 1. Blockchain projects 2. AI/ML 3. Data Analytics 4. GIS 5. Cyber Security 6 Cloud Computing 7. Quantum Computing 8. AR/VR Request you to allow Self Declaration as supporting document.	Under clause 12. Eligibility criteria -II. Technical Evaluation Criteria Table - Sr.no.2- to be reads as follows instead of existing : The bidder should have the following experience in the last 5 Financial years as on date of submission of bid: Number of projects each involving following domains/technologies: 1. Blockchain projects 2. AI/ML 3. Data Analytics 4. GIS 5. Cyber Security 6 Cloud Computing 7. Quantum Computing 8. AR/VR Note : 4 marks will be awarded per project, provided that each project covers at least 50% of the domain/Technologies mentioned above. Repetitive projects within the same domain will not be considered for additional marks. Supported Document: • Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as Per Annexure-I. • Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment
7	17	Technical Evaluation Criteria-2	Number of Full Time Professionals working in Government and Public Sector in India >1200- 10 marks	Request you to modify the clause to maximum 250 resources to get full 10 marks in Government and Public Sector in India >250- 10 marks	Under clause 12. Eligibility criteria -II. Technical Evaluation Criteria Table - Sr.no.5- to be reads as follows instead of existing: Number of Full Time Professionals working in Government and Public Sector in India Number of Full Time Professionals >250- 2 marks >400- 4 marks >500- 6 marks >600- 10 marks
8	22	SECTION III: SCOPE OF WORK	Scalability of Resources: The bidder should have the capacity to scale up the resources within a short notice period (e.g., 2-4 weeks) to meet any sudden surge in project requirements.	In some case 2 Weeks is such a short notice period, we request you to kindly change to it at least by 4-6 Weeks.	No change
9	14	Eligibility Criteria Requirements	The bidder should have an office in at least 50% of the cities where CDAC Centres are established in India (Delhi, Noida, Mohali, Silchar, Kolkata, Patna, Pune, Mumbai, Hyderabad, Bangalore, Chennai & Trivandrum).	Please clarify that the resource deployment shall be only at these location/office of C-DAC ((Delhi, Noida, Mohali, Silchar, Kolkata, Patna, Pune, Mumbai, Hyderabad, Bangalore, Chennai & Trivandrum).	The resources will be deployed on PAN India basis as per the project requirements.
10	-	General	-	Please clarify the penalty in case of resource unavailability or absence	As per the Terms and Conditions of the Client Project/C-DAC.
2.M/s. Deloitte					
S.no	RFP Page	SECTION	Existing Clause	Bidders Requisition	Amendment /Clarification

1	Section II 12, Pg.13	I. Pre-Qualification Criteria	3. The bidder must have a minimum average annual turnover of Rs.200 Crores from IT/ITES services/ solutions (excluding supply of IT hardware/ equipment) during last three (03) Financial years- 2021-22, 2022-23 & 2023-24. The turnover details of each year during last three years shall be submitted by the bidder. Supporting document: <input type="checkbox"/> Certified copy of Audited Financial Statements for the financial years 2021-22, 2022-23, and 2023-24 AND <input type="checkbox"/> Certificate by statutory auditor to be submitted Provisional CA Certificate for FY 2023-24 is also acceptable.	Since the audited financial statement for FY2023- 24 is in audit process and will only be completed after Nov 2024. Also, it is difficult to provide provisional certificate in the middle of the audit process, so, it is requested to consider Average Annual Turnover for FY 2020-21, FY 2021-22 and FY 2022-23 only.	Bidder can submit either a certificate from a statutory auditor or a self-certification from the Head of Finance of the bidding firm to verify the provisional turnover for the fiscal year 2023-24.
2	Section II 12, Pg.13	I. Pre-Qualification Criteria	5. The Bidder should have positive net worth in each of the last three (03) years. Supporting document: Certificate by statutory auditor to be submitted	Since the audited financial statement for FY2023- 24 is in audit process and will only be completed after Nov 2024. Also, it is difficult to provide provisional certificate in the middle of the audit process, so kindly allow to submit the certificate for positive net worth for the last 3 audited financial year i.e., FY 2020-21, FY 2021-22 and FY 2022-23 only.	Bidder can submit either a certificate from a statutory auditor or a self-certification from the Head of Finance of the bidding firm to verify the provisional net worth for the fiscal year 2023-24.
3	Section II 12, Pg.15	I. Pre-Qualification Criteria	9. The bidder should have the following experience in the last 3 years (FY 2021-22/ 2022-23/ 2023-24) from Government Departments as on date of submission of bid: a) Providing at least one (01) Technology enablement Services/ Software Solutions and project (Excluding Supply of Hardware) with a Government Sector Client in India with single work order value more than INR 40 Crores. OR b) Providing at least two (02) Technologies enablement Services / Software Solutions and project (Excluding Supply of Hardware) with a Government Sector Client in India with two work orders value more than INR 25 Crores each. OR	We request you to please consider following changes in the project experience criteria: a) Kindly allow experience from last 3 years to last 5 years	Under clause 12. Eligibility criteria -I. Pre qualification Criteria-Sr. no.9 the para to be reads as follows instead of existing : The clause The bidder should have the following experience in the last 5 years (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from Government Departments as on date of submission of bid:
4	Section II 12, Pg.15	I. Pre-Qualification Criteria	9. Supporting documents Required: <input type="checkbox"/> Copy of Letter of Intent or Work Order And <input type="checkbox"/> Agreement or letter from clients must be submitted. <input type="checkbox"/> Satisfactory Work Completion Letter from the Client.	We request you to kindly accept the revised requirement of document as per below: <input type="checkbox"/> Copy of Letter of Intent/Work Order OR Contract Agreement from Client And <input type="checkbox"/> Self Certificate for ongoing project from authorised signatory OR Satisfactory Work Completion/ performance/ appraisal Letter from the Client.	The Supporting Documents under Serial No.9 -I. Pre-Qualification Criteria to be read as follows; *Copy of Letter of Intent (or) Work Order (or) Agreement (or) Letter from clients must be submitted And *Satisfactory Work Completion Letter from the Client (or) Self Declaration Letter for ongoing project as well as completed projects as per Annexure-I. Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment. The following point stands added as foot note under Serial No.9 -I. Pre-Qualification Criteria; Note: The ongoing project with minimum one year old as on date of Bid Submission shall be considered. In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment.

5	Section II 12, Pg.16	II. Technical Evaluation Criteria	<p>1. The bidder should have the following experience in the last 5 Financial Years with as on date of submission of bid:</p> <p>a) For Project/ Programme Management and advisory services each worth 20 Cr and above: 2 marks for each successfully completed projects. Maximum Marks allocation shall be 10 marks.</p> <p>b) For Technology management Implementation Services each worth 20 Crore and above 4 Marks for each Successfully Completed projects.</p>	<p>We request you to kindly ongoing/completed projects.</p>	<p>No Change</p>
			<p>Maximum Marks is 12 marks for each sub-Criteria. Details of submitted projects need to be supported with citations in the format as provided in RFP</p>		
6	Section II 12, Pg.16	II. Technical Evaluation Criteria	<p>1. Supporting documents Required:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Copy of Letter of Intent or Work Order And <input checked="" type="checkbox"/> Agreement or letter from clients must be submitted. 	<p>We request you to kindly accept the revised requirement of document as per below:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Copy of Letter of Intent/Work Order OR Contract Agreement from Client And <input checked="" type="checkbox"/> Self Certificate for ongoing project from authorised signatory OR Satisfactory Work Completion/ performance/ appraisal Letter from the Client. 	<p>The Supporting Documents under Serial No.1 -II. Technical Evaluation Criteria to be read as follows; *Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as per Annexure-I. Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment.</p>
7	Section II 12, Pg.16	II. Technical Evaluation Criteria	<p>2. The bidder should have the following experience in the last 5 Financial years as on date of submission of bid: Number of projects each involving following domains/ technologies:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Blockchain projects <input checked="" type="checkbox"/> AI/ML <input checked="" type="checkbox"/> Data Analytics <input checked="" type="checkbox"/> GIS <input checked="" type="checkbox"/> Cyber Security <input checked="" type="checkbox"/> Cloud Computing <input checked="" type="checkbox"/> Quantum Computing <input checked="" type="checkbox"/> AR/VR <p>2 Marks Per Project & Domain.</p>	<p>As few domain/technologies areas in the given list evolved in last few years back. We request you to consider/allow project experience from each domain/technology area to any 6 domain/ technology area. The revised criteria as follow: The bidder should have the following experience in the last 5 Financial years as on date of submission of bid: Number of projects in any 6 involving following domains/ technologies:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Blockchain projects <input checked="" type="checkbox"/> AI/ML <input checked="" type="checkbox"/> Data Analytics <input checked="" type="checkbox"/> GIS <input checked="" type="checkbox"/> Cyber Security <input checked="" type="checkbox"/> Cloud Computing <input checked="" type="checkbox"/> Quantum Computing <input checked="" type="checkbox"/> AR/VR 	<p>Please refer amendments above.</p>
8	Section II 12, Pg.16	II. Technical Evaluation Criteria	<p>2. Supporting documents Required:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Copy of Letter of Intent or Work Order And <input checked="" type="checkbox"/> Agreement or letter from clients must be submitted. 	<p>We request you to kindly accept the revised requirement of document as per below: Copy of Letter of Intent/Work Order OR Contract Agreement from Client And Self-Certificate for ongoing project from authorized signatory OR Satisfactory Work Completion/ performance/ appraisal Letter from the Client.</p>	

9	Section I Pg. 6	Empanelment Summary	Last date and time for online Bid: submission 17.09.2024 at 3.00 PM.	We are keen to be part of this empanelment and looking forward to work with CDAC. In view of this, arranging all the legal and other compliance documents and submitting a quality techno - commercial proposal we request you to kindly extend the bid submission date for atleast 2 weeks from the date of bid submission.	No change.
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3. M/s. Ernst & Young LLP

S.no	RFP Page No.	SECTION	Existing Clause	Bidders Requisition	Amendment /Clarification
1	5	Empanelment Summary	Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) along with their bids in favour of "CDAC Chennai". The EMD may be submitted in the form of Digital payment to CDAC Chennai (C-DAC Chennai Account number mentioned below) before the bid submission end date & time mentioned in the RFP.	We request CDAC to consider submission of Bank Guarantee to be issued from a Commercial Bank In India for this amount.	Please refer amendments above.
2	5	Empanelment Summary	Last date and time for downloading of RFP Documents- 17.09.2024	Request to please extend the last date of submission of bids.If there are any significant changes made through the	No change.
3				by at least 15 days. If there are any significant changes made through the queries and receive clarifications corrigendum, we request for an additional opportunity to raise	
4	15	Pre- Qualification Criteria and Technical Evaluation Criteria	Supporting Documents Required- • Copy of Letter of Intent or Work Order And • Agreement or letter from clients must be submitted. • Satisfactory Work Completion Letter from the Client.	Since the project experience sought is of last 3 years and it would be difficult to have any projects completed in the stipulated time frame, we would request CDAC to consider the following Clause- • Copy of Letter of Intent or Work Order And Or • Agreement or letter from clients must be submitted. • Satisfactory Work Completion Letter from the Client. We would also request to consider accepting the above requests for Technical Criteria also.	Please refer amendments above.

5	16	Technical Evaluation Criteria	The bidder should have the following experience in the last 5 Financial Years with as on date of submission of bid: a) For Project/ Programme Management and advisory services each worth 20 Cr and above: 2 marks for each successfully completed projects. b) For Technology management Implementation Services each worth 20 Crore and above 4 Marks for each Successfully Completed projects.	We request CDAC to consider the clause as follows: The bidder should have the following experience in the last 5 Financial Years with as on date of submission of bid: a) For Project/ Programme Management and advisory services each worth 20 Cr and above: 2 marks for each successfully completed projects. b) For Technology management Implementation Services each worth 20 Crore and above 4 Marks for each Successfully Completed projects. Maximum Marks is 12 marks for each sub-Criteria.	Please refer amendments above.
			Maximum Marks is 12 marks for each sub-Criteria.	Considering there is no Sub- Criteria, we request to delete the above.	The respective Line is amended as "Maximum Marks is 12 marks for each sub-Criteria."
6	16	Technical Evaluation Criteria	The bidder should have the following experience in the last 5 Financial years as on date of submission of bid: Number of projects each involving following domains/technologies: • Blockchain projects • AI/ML • Data Analytics • GIS • Cyber Security • Cloud Computing • Quantum Computing • AR/VR 2 Marks Per Project & Domain.	Our understanding is that 8 Projects can be submitted across any of the domains/Technologies listed for achieving maximum marks. Please confirm.	Please refer amendments above.
7	17	Technical Evaluation Criteria	Presentation from Bidders	Our understanding is that bidders would be asked to present Technical Presentation subsequently. Please confirm.	The technical presentation can either be included as part of the Technical Bid document or submitted on the day of the scheduled presentation.
8	43	Annexure B	Authority Letter "The undersigned is authorised to issue such authorisation on behalf of us and Board Resolution duly certified by the Company Secretary is also enclosed herewith"	We request you to add Power of Attorney or Board Resolution and remove the reference of Company Secretary. The amended clauses suggested is as follows: "The undersigned is authorised to issue such authorisation on behalf of us and Power of Attorney/ Board Resolution duly certified by the Company Secretary is also enclosed herewith ".	Under Annexure-B -Authority Letter, the following clause stands amended and to be read as follows instead of existing; "The undersigned is authorized to issue such authorization on behalf of us and Board Resolution duly certified by the Company Secretary (or) Power of Attorney is also enclosed herewith"
9			The bidder should have the following experience in the last 5 Financial years as on date of submission of bid:	We would request to consider allowing Projects in the following domains/ Technologies for private sector as well and not restrict it to <u>Government Sector as majority</u> of these projects are generally undertaken in a restrictive manner within the Government sector. • Quantum Computing • AR/VR	The experiences are should be from Government Department including PSUs/Autonomous Bodies under Ministries etc.,

10		Corrigendum	Additional Clause- SECTION-VIII: GENERAL TERMS AND CONDITIONS" in the subject RFP	The prices quoted for any specific project are relative to the scope of work defined and various conditions prevalent such as location, manpower, industry conditions, type of procurement (Goods or Services), etc. We would request to delete this Clause.	<p>Revised Fall Clause –</p> <p>i. The bidder shall ensure that the prices charged for the exact identical Services etc. to be provided by the bidder shall in no way exceed the lowest price at which the bidder provides identical services of identical description to any other Government of India organization during the currency of the contract. If at any time during the currency of the contract, the bidder reduces the price of such identical services to any other Government of India organization at a price lower than the prices chargeable under the contract, they shall forthwith notify such reduction or sale to the buyer and price agreed to under the contract for the services provided after the date of coming into force of such reduction/sale shall stand correspondingly reduced.</p> <p>ii. To comply with the above condition, the bidder shall furnish the following certificate along with each bill for payment to the paying authority:</p> <p>iii. The price charged for the services provided under the contract by the bidder shall in no event exceed the lowest price at which the bidder provided the services of identical services of identical description to any other Government of India organization for at least one year from the date of order/contract.</p> <p>iv. If at any time, during the said period, the bidder reduces the price of such identical services to any other Government of India organization at a price lower than the price chargeable under the order/contract, they shall forthwith notify such reduction or services to the buyer and the price payable under the order/ contract for the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced".</p>
11	Other Amendment			<p>Annexure-D-"PROJECT EXPERIENCE DETAILS"--S.No.5 "Mention the document enclosed as proof of client engagement with value of order</p> <ul style="list-style-type: none"> • Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as per Annexure-I <p>"</p> <p>Annexure-I stands added.</p>	



**Centre for Development of Advanced Computing (C-DAC) A Scientific Society
under the Ministry of Electronics & Information Technology (MeitY),
Government of India**

Tidel Park, 8th Floor, 'D' Block (North & South), No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113, Tamilnadu (India)

Request for Proposal

For

**Empanelment of Agencies to Provide Technical Consultancy
Services with Support (Onsite/offsite) of Skilled Technical Resource
on rate contract basis for a period of 2 Years**

RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Last date for submission of proposals: 17.09.2024 at 3.00 PM

The RFP document may be downloaded from

<https://eprocure.gov.in/eprocure/app> / www.cdac.in

Note: The Information provided by the Applicants in response to this Request for Proposal (RFP) will be the property of C-DAC and will not be returned. C-DAC reserves the right to amend, cancel, rescind, or reissue this RFP and all amendments will be published through CPP portal & C-DAC's website and binding all applicants to this RFP.



Disclaimer

- Centre for Development of Advanced Computing (C-DAC) has prepared this Request for Proposal document solely to invite prospective service providers for “Empanelment of Agencies to Provide Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years” to work on various technology projects from various State/central Government Departments.
- C-DAC invites bids from reputed and eligible firms for their empanelment as Partners for providing “Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years” across multiple areas such as Project/Programme Management and advisory services, Technology Management Services, New Age and Emerging Technology Advisory/ Implementation Services, Networking and Infrastructure Implementation Services.
- While C-DAC has taken due care in the preparation of information contained herein and believes it to be accurate, neither C-DAC or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
- This information is not intended to be exhaustive and interested parties are required to make their own enquiries in order to submit the RFP. The information is provided on the basis that it is non-binding on C-DAC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.
- C-DAC reserves the right not to proceed with the bidding/RFP process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied.
- It also reserves the right to decline to discuss the RFP further with any party submitting an RFP. C-DAC will not be liable to pay/reimburse any cost/losses/expenses/penalties/ damages of whatsoever nature to any person (s)/entity (ties) submitting the RFP.



Notice Inviting Request for Proposals
for
“Empanelment of Agencies to Provide Technical Consultancy Services
with Support (Onsite/offsite) of Skilled Technical Resource on rate
contract basis for a period of 2 Years”

Centre for Development of Advanced Computing (CDAC), Chennai, Ministry of Electronics and Information Technology, Government of India invites responses against the Request for Proposal (RFP) for “Empanelment of Agencies to Provide Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years”.

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> . Interested bidders are advised to study the RFP document carefully before submitting their response to this Notice. Submission of proposal in response to this notice shall be deemed to have been done after careful study and examination of this document and with full understanding of the eligibility criteria, the terms and conditions of the empanelment.



GLOSSARY

Terms	Meaning
CDAC	Center for Development of Advanced Computing
Bidder	Bidder means any firm/ agency/ company responding to RFP
RFP	Request for Proposal
GST	Goods and Services Tax
IT	Information Technology
MeitY	Ministry of Electronics and Information Technology
CMMi	Capability Maturity Model Integration
PMU	Project Monitoring Unit
PQ	Pre-Qualification
R&D	Research and Development
e-Gov	e-Governance
Bid	An offer, by an organization, in response to an Expression of Interest to provide the required Services
Client	End user
ISO	International Organization for Standardization



Empanelment Summary	
Project Scope	Empanelment of Agencies to Provide Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years for various projects involving Design, Development, Implementation, Support & maintenance of Software, Research & Development in various domains including Hardware & Software for CDAC and its clients.
Method of Selection	<ul style="list-style-type: none">• Pre-Qualification of eligible Bidders followed by Technical Evaluation.• Empanelment on Lowest Price across each category of resource.
Earnest Money Deposit	<p>Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only). The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as per GFR standard format) from any of the Commercial Banks or payment online in an acceptable form to CDAC Chennai (C-DAC Chennai Account number mentioned below) before the bid submission end date & time mentioned in the RFP.</p> <p>C-DAC Account Details: Name: Centre for Development of Advanced Computing (C-DAC) Bank Name: State Bank of India Branch Name: Tidel Park Address: No:4, Canal Bank Road, Taramani, Chennai-600113 Account Number: 33653043152 IFS Code: SBIN0004285</p> <p>Note-1: The hard copy of DD/BG/FDR to be reached at Chennai office on (or) before the last date of Bid submission and scan copy of the same to be submitted along with Technical Bid Document.</p> <p>Note-2The EMD of unsuccessful bidders shall be returned within 30 days of from the date of completion of empanelment process.</p>



RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Security Deposit (in the Form of Performance Bank Guarantee-Validity upto Empanelment period)	₹ 20,00,000 (INR Twenty Lakh Rupees)
Date of commencement of downloading of RFP Document	04.09.2024
Last date and time for downloading of RFP Documents	17.09.2024 at 10.00 AM
Queries for Pre-Bid Meeting	Bidders shall have to post queries, if any, for pre-bid meeting by email to purchase-chennai@cdac.in on or before 09.09.2024 11:00 AM
Date, time and address for Pre – Bid Meeting	09.09.2024 at 3.00 PM-Through online VC Link: https://meet.google.com/frc-rmps-iqq
Last date and time for online Bid submission	17.09.2024 at 3.00 PM.
Mode of Bid Submission	RFP documents should be submitted in electronic form using the e-procurement system at https://eprocure.gov.in/eprocure/app
Opening of Bid for Pre-Qualification	RFP documents will be opened online at 3.00 PM on 18.09.2024 at https://eprocure.gov.in/eprocure/app
The proposal should be addressed to	The Centre Head, Centre For development of Advanced Computing, Tidel Park, 8th Floor, 'D' Block (North & South), No.4 Rajiv Gandhi Salai, Taramani, Chennai- 600113



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SECTION-I: INVITATION FOR REQUEST FOR PROPOSAL (RFP)

1. Introduction

C-DAC, is the premier scientific and engineering institution of Ministry of Electronics and Information Technology (MeitY).C-DAC is implementing various Research & Development projects in the areas of e-Governance, Education, Language Technology, Medical Electronics, Cyber Security, e-Governance, High Performance Computing, Cloud computing, Digital Preservation, e-Learning, Security, Healthcare etc.

Centre for Development of Advanced Computing (C-DAC) invites responses to this Request for Proposal for empaneling the eligible Service providers for providing “Empanelment of Agencies to Provide Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource on rate contract basis for a period of 2 Years” to work on various projects with C-DAC and its clients as per terms of engagement mentioned in this document.

2. Objective

The purpose of this Request for Proposal (RFP) is to short list the Service Providers based on specific parameters in the Technical evaluation process and empanel them on single lowest rate discovered in the Financial Bid evaluation process. **Further, it is planned to create a panel of Rate Contract of Qualified Service Providers for a period of 2 years initially from the date of issuance of empanelment letter and the same may be extended for an additional period of maximum 2 years based on the project requirements and depending on the prevailing rate of resources in the Market at the discretion of C-DAC. The increment in the empanelled rate for the extended period shall be decided by the C-DAC but limited to a maximum of 10%. This empanelment may be utilized by any other C-DAC centers across India to obtain Technical Consultancy Services (onsite or offsite), including ICT Skilled and Technical Resources Support, under the same terms and conditions outlined in this RFP, depending on their specific project requirement.**

(END OF SECTION-I)



SECTION-II: INSTRUCTION TO THE PROSPECTIVE BIDDERS

1. Instructions for On-line Proposal Submission

The agencies are required to submit soft copies of their proposals electronically through Central Public Procurement (CPP) Portal - www.eprocure.gov.in, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the agencies in registering on the CPP Portal, prepare their proposals in accordance with the requirements and submitting their proposals online on the CPP Portal. More information useful for submitting on-line proposals on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

2. Assistance to Service Providers/Bidders

Any query relating to the process of on-line proposal submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk on: 0120-4200 462, 0120-4001 002, 0120-4001 005, e-mail for technical support: support-eproc@nic.in

3. Contact Information

HoD-Purchase,
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, 'D' Block (North & South), No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113, Tamilnadu (India)
Telephone Number:044-22542226/27
E-mail ID: purchase-chennai@cdac.in

4. Proposal Submission -Technical Bid Cover

- i. The prospective bidders should take into account any corrigendum published regarding this RFP document before submitting their proposals.
- ii. The documents should be scanned in 100 dpi with black and white option.
- iii. All the Documents mentioned under **Annexure- H Checklist** should be submitted in PDF format through www.eprocure.gov.in/eprocure/app under Technical Bid Cover Section without fail.

Note: C-DAC Chennai reserves the right to reject the proposal if any of the above listed document/s is/are not submitted.



5. Proposal Submission -Financial Bid Cover/Price Bid

- 5.1 The price bid (BOQ) in excel sheet format shall be uploaded online only.
- 5.2 PRICE BID SHOULD NOT BE SUBMITTED ALONG WITH TECHNICAL BID DOCUMENT.
- 5.3 The PRICE PART shall contain only schedule of rates dully filled in, NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. CDAC shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- 5.4 Price should be given in INR in figures only.
- 5.5 Bidders are advised to fill the BOQ file as per following instructions:
- 5.5.1 The bidder has to download the BOQ file along with RFP documents and subsequent corrigendum, if any.
 - 5.5.2 Bidder to note that there are GREY cell in BOQ file, which should not be modified by the bidder. Bidders are advised to fill GREY cells meant for the rates & TOTAL GST amount. Which are to be entered by the bidders.
 - 5.5.3 The bidder shall submit the tender online on e-tendering site <https://eprocure.gov.in/eprocure/app> on or before the date & time of bid submission.
 - 5.5.4 Proposals submitted by any other form (fax, email, courier/post/hard copy) will not be accepted.
 - 5.5.5 Price offered by the bidder shall not appear in any manner in the technical bid.
 - 5.5.6 The rate to be filled in the BOQ excluding GST rate and the GST shall be paid by C-DAC at actuals based on the prevailing rate.**
 - 5.5.7 Accordingly, the Lowest rate for each line items shall be calculated based on the lowest rate excluding GST.**

Note: Bids complete in all respect should be uploaded at the given site above by the due date and time of bid submission.

6. The proposal should be addressed to:

The Centre Head,
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, 'D' Block (North & South), No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113, Tamilnadu (India)

7. Pre-Proposal Meeting

The pre-proposal meeting will be held on **09.09.2024 at 03.00 PM** through online as per details given in the Empanelment Summary Table.



8. Validity:

The proposal submitted shall remain valid for a period of at least 120 days from the date of submission.

9. Last Date of Submission of Proposals

Last date for uploading/sending the e-proposals is **17.09.2024 at 3.00 PM**. The payment towards EMD must be done through online transfer (CDAC Chennai shall not be responsible for any delays or any other reason for not submitting the EMD in the specified time and resulting in disqualification/rejection of any proposal) so as to reach on or before the due date and time.

10. Amendment to RFP Documents

- 10.1 At any time prior to the deadline for submission of proposals, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the RFP document.
- 10.2 The amendments to the RFP documents, if any, will be notified by release of corrigendum notice on the procurement portal. The amendments/ modifications will be binding on the prospective bidders.
- 10.3 C-DAC at its discretion may extend the deadline for the submission of proposals if it thinks necessary to do so or if the proposal document undergoes changes during the submission period, to give prospective bidders time to take into consideration the amendments while preparing their proposals.

11. Preparation of Proposals

Prospective Bidders should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the proposal documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the proposals, they should be supported by present date signatures of the same authorized person signing the proposal documents. However, prospective bidders shall not be entitled to amend add/delete/correct the clauses mentioned in the entire RFP document.

**12. Eligibility Criteria:**

The prospective bidder must meet the minimum eligibility criteria given below.

I. Pre-Qualification Criteria

S. No.	Eligibility Criteria Requirements	Supporting documents Required
1.	<p>The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories with minimum Five (05) years of existence at the time of submission of the bid.:</p> <ul style="list-style-type: none">• A Limited Liability Partnership (“LLP”) registered in India under the LLP Act, 2008.• An Indian Company (“Company”) registered under the Companies Act, 1956/ 2013 or any previous Companies’ Act.	<p>Registration documents of the Bidder as a company/firm or any legal entity along with:</p> <ul style="list-style-type: none">• Incorporation Certificate of the firm• PAN Copy• GST Copy
2.	<p>The bidder must not be blacklisted / terminated / debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last three (3) years</p>	<p>An undertaking (self-certificate) should be provided on agency’s letter head that is duly signed by authorized signatory.</p>
3.	<p>The bidder must have a minimum average annual turnover of Rs.200 Crores from IT/ITes services/ solutions (excluding supply of IT hardware/ equipment) during last three (03) Financial years-2021-22, 2022-23 & 2023-24.</p> <p>The turnover details of each year during last three years shall be submitted by the bidder</p>	<ul style="list-style-type: none">• Certified copy of Audited Financial Statements for the financial years 2021-22, 2022-23, and 2023-24 <p>AND</p> <ul style="list-style-type: none">• Certificate by statutory auditor to be submitted <p><i>Bidder can submit either a certificate from a statutory auditor or a self-certification from the Head of Finance of the bidding firm to verify the provisional turnover for the fiscal year 2023-24.</i></p>
4.	<p>The Bidder should provide a Bank Solvency Certificate to the tune of minimum Rs.50 Cr.</p>	<ul style="list-style-type: none">• Bank Solvency letter.
5.	<p>The Bidder should have positive net worth in each of the last three (03) years</p>	<ul style="list-style-type: none">• Certificate by statutory auditor to be submitted.



S. No.	Eligibility Criteria Requirements	Supporting documents Required
		<ul style="list-style-type: none">Bidder can submit either a certificate from a statutory auditor or a self-certification from the Head of Finance of the bidding firm to verify the provisional net worth for the fiscal year 2023-24.
6.	<p>The Bidder should have quality processes to ensure consistent quality of work and should have all the following certifications-</p> <ul style="list-style-type: none">ISO 9001CMMi L5ISO 27001 <p>The CMMi certificate should be verifiable on the link: https://cmmiinstitute.com/pars</p>	<ul style="list-style-type: none">Relevant certificates should be submitted
7.	<p>The bidder should have an office in at least 50% of the cities where CDAC Centres are established in India (Delhi, Noida, Mohali, Silchar, Kolkata, Patna Pune, Mumbai, Hyderabad, Bangalore, Chennai & Trivandrum).</p>	<ul style="list-style-type: none">Self-Certificate from Authorized Signatory with details of Office Locations in respective citiesGST/TIN Certificate for the specific office location to be shared with the above letter.
8.	<p>The bidder should have at least 1000 Professionals and out of which minimum 250 should be working in Government projects as on Bid closing Date.</p>	<ul style="list-style-type: none">Certificate from the HR/Authorized Signatory on the firm's letterhead.



S. No.	Eligibility Criteria Requirements	Supporting documents Required
9.	<p>The bidder should have the following experience in the last 5 years (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from Government Departments as on date of submission of bid:</p> <p>a) Providing at least one (01) Technology enablement Services/ Software Solutions and project (Excluding Supply of Hardware) with a Government Sector Client in India with single work order value more than INR 40 Crores.</p> <p>OR</p> <p>b) Providing at least two (02) Technologies enablement Services / Software Solutions and project (Excluding Supply of Hardware) with a Government Sector Client in India with two work orders value more than INR 25 Crores each.</p> <p>OR</p> <p>c) Providing at least three (03) Technologies enablement Services / Software Solutions and project (Excluding Supply of Hardware) with a Government Sector Client in India with three work orders value more than INR 20 Crores each.</p> <p>Note: The ongoing project with minimum one year old as on date of Bid Submission shall be considered. In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment.</p>	<ul style="list-style-type: none">• Copy of Letter of Intent (or) Work Order (or) Agreement (or) letter from clients must be submitted And• Satisfactory Work Completion Letter from the Client (or) Self Declaration Letter for ongoing project as well as completed projects as per Annexure-I. <p>Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment.</p>

Note: The bidders those who are not qualifying in the eligibility criteria shall be summarily rejected and shall not be considered for further Technical Evaluation process.

II. Technical Evaluation Criteria

All experiences should be in in the domains of **Technologies enablement Services / Software Solutions and project (Excluding Supply of Hardware)** covering any sector with Government Departments only.



S. No.	Technical Evaluation Requirements	Maximum Marks Allocation	Supporting documents Required
	Bidder Experience	50 Marks	
1	<p>The bidder should have the following experience in the last 5 Financial Years with as on date of submission of bid:</p> <p>a) For Project/ Programme Management and advisory services each worth 20 Cr and above:</p> <ul style="list-style-type: none">• 2 marks for each successfully completed projects. <p>Maximum Marks allocation shall be 10 marks.</p> <p>b) For Technology management Implementation Services each worth 20 Crore and above</p> <ul style="list-style-type: none">• 4 Marks for each Successfully Completed projects. <p>Maximum Marks is 12 marks for each sub-Criteria.</p> <p>Details of submitted projects need to be supported with citations in the format as provided in RFP</p>	22 Marks	<ul style="list-style-type: none">• Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as Per Annexure-I. <p>Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment.</p>
2	<p>The bidder should have the following experience in the last 5 Financial years as on date of submission of bid:</p> <p>Number of projects each involving following domains/technologies:</p> <ul style="list-style-type: none">• Blockchain projects• AI/ML• Data Analytics• GIS• Cyber Security• Cloud Computing• Quantum Computing• AR/VR <p>Note : 4 marks will be awarded per project, provided that each project covers at least 50% of the domain/Technologies mentioned above. Repetitive projects within the same domain will not be considered for additional marks.</p>	16 Marks	<ul style="list-style-type: none">• Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as Per Annexure-I.• Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment



S. No.	Technical Evaluation Requirements	Maximum Marks Allocation	Supporting documents Required										
3	<p>Prior Experience of Bidder working for various Government/PSU Agencies in India-</p> <ul style="list-style-type: none"> 1 mark per State. <p>Unique work orders only will be considered. Extension work orders will not be considered for this criterion.</p>	12 Marks	<ul style="list-style-type: none"> Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as Per Annexure-I. Note: In case of any wrong declaration, the bidder is liable for blacklisting up to 2 years as deemed fit apart from cancellation of empanelment 										
Bidder Strengths		20 Marks											
4	<p>Bidder's Years of Existence in Providing required Technical Consultancy Services with Support (Onsite/offsite) of Skilled Technical Resource.</p> <table border="1"> <thead> <tr> <th>Years of Existence</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>5 Years</td> <td>2</td> </tr> <tr> <td>>10 Years</td> <td>4</td> </tr> <tr> <td>>15 Years</td> <td>6</td> </tr> <tr> <td>>20 Years</td> <td>10</td> </tr> </tbody> </table>	Years of Existence	Marks	>5 Years	2	>10 Years	4	>15 Years	6	>20 Years	10	10 Marks	<ul style="list-style-type: none"> Certificate of Incorporation
Years of Existence	Marks												
>5 Years	2												
>10 Years	4												
>15 Years	6												
>20 Years	10												
5	<p>Number of Full Time Professionals working in Government and Public Sector in India</p> <table border="1"> <thead> <tr> <th>Number of Full Time Professionals</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>250</td> <td>2</td> </tr> <tr> <td>>400</td> <td>4</td> </tr> <tr> <td>>500</td> <td>6</td> </tr> <tr> <td>>600</td> <td>10</td> </tr> </tbody> </table>	Number of Full Time Professionals	Marks	>250	2	>400	4	>500	6	>600	10	10 Marks	<ul style="list-style-type: none"> Self-certification by HR/Authorized signatory.
Number of Full Time Professionals	Marks												
>250	2												
>400	4												
>500	6												
>600	10												
Presentation from Bidders		30 Marks											
6	<p>The assessment will be done on broad parameters as follows:</p> <ol style="list-style-type: none"> Company Profile Relevance to nature of activities in relevance to with C-DAC's requirements 	30 Marks	<ul style="list-style-type: none"> Technical Presentation of Bidders 										



S. No.	Technical Evaluation Requirements	Maximum Marks Allocation	Supporting documents Required
	<ul style="list-style-type: none">c) Achievements, awards won, etc.d) No of IT Projects with Govt. agencies completed / ongoing in last 5 years.e) Demographics of manpower on payroll with requisite skill setsf) Any other key differentiators/Any other Parameter considered for Evaluationg) Bidder's ability to articulate a clear risk management strategy for large-scale implementations, particularly in sensitive sectors like government and public safety.h) Lead time for deploying Manpower in the project.i) Assessment mechanism of quality resources.		
	Total Marks	100 Marks	

Note: The bidders those who are securing minimum 80 marks in the Technical Evaluation Criteria shall only be considered for Financial Bid opening Process.

13. Evaluation of Proposals

- 13.1 Subsequent to submission of proposals, the Evaluation Committee of C-DAC shall ask the prospective bidders to give a detailed technical presentation.
- 13.2 The proposals will be evaluated in two steps. The proposals will be examined based on eligibility criteria stipulated shortlist the eligible Bidders.
- 13.3 The technical proposals of only the shortlisted eligible bidders shall be evaluated based on overall credentials, capability, experience, expertise and resources available with the eligible bidder. The evaluation will be done broadly on the parameters with marks as defined below:
 - i. The minimum qualifying marks for the evaluation parameters stipulated in the technical evaluation criteria **shall be 80% (Overall basis)**. The prospective bidders getting less than the qualifying marks will be disqualified. C-DAC reserves the sole right for empanelment.
 - ii. The prospective bidders whose technical proposal is found to meet both the requirements as specified above will only qualify for further processing.
 - iii. C-DAC may take up references and reserves the right to pay due heed to the eligible bidder's performance elsewhere and any past experience with C-DAC.



14. The duly constituted evaluation committee shall evaluate the proposals. The report of the evaluation committee will be submitted to the Competent Authority who reserves the right to reject any proposal document without assigning any reason.
15. There is no financial approval implicit in this empanelment.

16. The L1 calculation shall be based on the following methodology:

16.1 Averages of the Rates for Each of the Positions (Line items in Price BoQ Format) enlisted in the RFP by a bidder will be arrived at for all the bidders who get Technically qualified.

16.2 Technically qualified Bidders who have quoted 20% below the Average price as calculated by the above formula shall not be considered as eligible for that position in the line item.

- a. Amongst the eligible bidders for every position, the L1 price shall be calculated after excluding the rejected lowest price, if any, as mentioned above.
- b. Eligible bidders shall be given an opportunity to match the individual L1 prices across each line items (Positions), as enlisted in the RFP.
- c. Bidders meeting above mentioned criteria and who agree to meet the L1 prices across all categories shall be eligible to be empanelled by CDAC.
- d. Bidder(s) who do not agree to match the lowest quote will not be considered for further proceedings for that Position.

(END OF SECTION-II)



SECTION III: SCOPE OF WORK

1. Overview of the Scope of Work

1.1 The bidder must provide Technical Consultancy Services (Onsite/offsite) including ICT Skilled & Technical Resources Support at desired locations as per the required numbers, skillset, qualifications, and experience to function and perform duties based on the project needs of C-DAC and its clients on case-to-case basis.

1.2 CDAC shall provide all necessary details and information based on project needs, applying appropriate filters and checks to the empaneled agencies as and when required. The resources are required to work on the following areas:

- Project/ Programme Management and advisory services
- Technology Management Services
- New Age and Emerging Technology Advisory/ Implementation Services
- Networking and Infrastructure Implementation Services

2. Profiles of Technical Resources

Details of required skill set areas and Indicative Roles

Area	Nature of Work
Project/ Programme Management and advisory services	<ul style="list-style-type: none"> • Study of business processes • Organization structure of government departments • Preparation of As-Is Process maps. • Identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services (Government Process Re-engineering) • Strategic planning and management during any/ all phases of assessment/ planning/ implementation/ continuous strategy for implementation and rollout of large/ medium/ small service delivery projects • Comprehensive project planning, scheduling/milestones, deliverables, and the identification of development/operational methodologies (e.g., DevOps for agile, waterfall, etc.) • Exception and Risk Planning • Feasibility study/impact assessment/IT roadmap/strategy • Cutting edge technologies available and their application to the e-Governance domain • Preparation of Roadmaps / Guidelines /Frameworks • e-Governance Project Management and Monitoring • Bid Process Management • Contract Management • Change Management • Application Roll out process management. • Application Performance Audit



Area	Nature of Work
	<ul style="list-style-type: none">• Application Security Audit• Application Quality Certification• Strategy/Plan Preparation• Project Evaluation/Impact assessment• Risk analysis and Business Continuity Plan• Any other related services
Technology Management Services	<ul style="list-style-type: none">• Requirement Gathering• Technology Management (SRS/FRS/ Technical management of e-Governance projects)• Solution Architecture in terms of application/DB servers, tools/technologies to be used, and availability of existing solution/software.• User interface designs (navigation system, forms, screen layouts, reports, etc.) creation/customization and necessary algorithms/logic to be documented/explained.• Design /Development / deployment of application software, custom software.• Adherence to Best Practices and Documentation through Solution Architecture Documents and System/Software Design Descriptions (SDD).• Agile Application development & support• System Deployment• IT Security, Cloud and Bigdata Analytics, Virtualization, Networking, Storage• Implementation of Mobile solutions & technologies• Open API platform and solutions• Collaborative Digital Platforms• Cloud solutions• Software, middleware and/or hardware licensing issues• Preparation of Test Plans• IT audit and acceptance testing of hardware (IT and non IT), QA, IT operations management, Dev Ops etc.• User Trainings• Project Execution/ Operations-(Development)<ul style="list-style-type: none">○ Server Administration○ Server Security○ Application Security○ Data Security○ Software Maintenance○ Website Application/ Management○ System Migration○ System Integration○ Technical and User Help-Desk Support



Area	Nature of Work
	○ On-Site Support
New Age and Emerging Technology Advisory/Implementation Services	<ul style="list-style-type: none"> • Artificial Intelligence, ML, Data Science, Big Data Analytics, Distributed, Ledger, Blockchain, Drones, AR/VR, IoT, Robotics, Quantum, 5G, Metaverse, and any other emerging tech. • Cyber Security & solutions • GIS/LIS solutions & technologies • Any other latest emerging Technology (Hardware & Software)
Networking and Infrastructure Implementation Services	<ul style="list-style-type: none"> • Design datacentre build / infrastructure /facility. • Providing maintenance and operations services for Datacentre (IT) DC / SOC and NOC, etc

2.1 Alignment with C-DAC Standards: All personnel deployed on C-DAC's project by the empaneled agencies should undergo mandatory training on C-DAC's internal processes and quality standards to ensure seamless integration with ongoing projects.

2.2 Continuous Learning and Development: The bidder should ensure that all deployed resources undergo continuous learning and development programs to stay updated with their related domain ltechnology advancements.

2.3 Resource Replacement Policy: The bidder must ensure that any replacement of resources due to performance issues or any other reason should be done with minimal disruption to the project, and the replacement should be of equal or higher qualification and experience.

2.4 Scalability of Resources: The bidder should have the capacity to scale up the resources within a short notice period (e.g., 2-4 weeks) to meet any sudden surge in project requirements.

3. Domain based position details

The table below presents an overview of key roles and their education qualification with Experience required for executing various projects in C-DAC. These roles are subject to change based on specific project needs. Projects may range from time and material or Secondments contracts. Evaluation criteria, along with Service Level Agreements (SLAs), project timelines, and payment milestones, will be provided for each project for the empanelled agencies to bid for.

Role / Domain	Position	Qualification	Overall Experience Required
Managerial Roles	Program Manager (Overall Program Planning and Tracking)	B Tech/ B.E./MCA /MSc/MBA or equivalent	>15 years
	IT Operations Manager	B Tech/ B.E./MCA /MSc/MBA or equivalent	10 years and <15 years
	Project Manager (Senior)	B Tech/ B.E./MCA /MSc/MBA or equivalent	10 years and <15 years
	Release and Deployment	B Tech/ B.E./ BCA/	6 years and <10



Role / Domain	Position	Qualification	Overall Experience Required
	Manager	MCA /MSc/MBA or equivalent	years
	Project Manager (Junior)	B Tech/ B.E./MCA /MSc/MBA or equivalent	6 years and <10 years
Solution Architect	Enterprise Architect	BE/ B. Tech/ MSc/ MTech / MCA	10 years and <15 years
	Solution Architect – Enterprise Applications	BE/ B. Tech/ MSc/ MTech / MCA	10 years and <15 years
	Solution Architect – IT Infrastructure	BE/ B. Tech/ MSc/ MTech / MCA	10 years and <15 years
	ITSM Platform Architect	BE/ B. Tech/ MSc/ MTech / MCA	6 years and <10 years
	Project Solution Architect / Network & IT security expert / ICT expert	B Tech/ B.E./ MSc/ MCA	10 years and <15 years
Business Analyst	Lead Business Analyst	B.E./B.Tech/ MCA/MBA or equivalent	10 years and <15 years
	Business/Technology Analyst (Senior)	B Tech/ B.E./MCA /MSc/MBA or equivalent	6 years and <10 years
	Business/Technology Analyst (Junior)	B Tech/ B.E./MCA /MSc/MBA or equivalent	3 years and <6 years
Database Expert	Lead Data Architect	B Tech/ B.E./ MSc / MCA	10 years and <15 years
	Lead Database Administrator	B Tech/ B.E./ BCA / BSc / MCA	6 years and <10 years
	Senior Database Developer (Database Design and Development)	B Tech/ B.E./ MSc/ MCA	6 years and <10 years
	Database Administrator	B Tech/ B.E./ BCA/ BSc./ MCA	3 years and <6 years
	Storage Administrator	Any graduate/ diploma holder	3 years and <6 years
	Backup Administrator	Any graduate/ diploma holder	3 years and <6 years
Quality Assurance (QA)	Test Lead / Manager	B Tech/ B.E./ BSc / BCA/ MCA	10 years and <15 years
	QA Expert (Senior)	B Tech/ B.E./ BSc / BCA/ MCA	6 years and <10 years
	Technical Specialist (QA Automation)	B Tech/ B.E./ BSc / BCA/ MCA	6 years and <10 years
	QA Expert (Junior)	B Tech/ B.E./ BSc / BCA/ MCA	3 years and <6 years



RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Role / Domain	Position	Qualification	Overall Experience Required
	Technical Writer	B Tech/ B.E./ BSc / BCA/ MCA	< 3 years
IT Operations	IT Operations Specialist (Application Maintenance / DevOps / Networking / System Engineering / Security Engineering / Helpdesk)	B Tech/ B.E./ BSc / BCA/ MCA	6 years and <10 years
	IT Operations Lead/ Senior Support Engineer (Application Maintenance / DevOps / Networking / System Engineering / Security Engineering / Helpdesk)	B Tech/ B.E./ BSc / BCA/ MCA	6 years and <10 years
	IT Operations Support Engineer (Junior) (Application Maintenance / DevOps / Networking / System Engineering / Security Engineering / Helpdesk)	B Tech/ B.E./ BSc / BCA/ MCA	3 years and <6 years
Technology & Development	Technical Lead (Development)	B Tech/ B.E./MSc/MCA	10 years and <15 years
	Technical Specialist (Performance)	B Tech/ B.E./ BCA/ MSc/MCA	6 years and <10 years
	Technical Specialist (Application Security)	B Tech/ B.E./ MSc/MCA	6 years and <10 years
	Technical Specialist (Information Security Governance, Risk & Compliance)	B Tech/ B.E./ MSc/MCA	6 years and <10 years
	Developer & Front-end Developer (Senior)	B Tech/ B.E./ MSc/MCA	6 years and <10 years
	Application Engineer	B Tech/ B.E./MCA	3 years and <6 years
	DevSecOps Engineer (CI/CD) (Integration and Deployment Automation)	B Tech/ B.E./ MSc/ MCA	3 years and <6 years
	Technical Specialist (Security: System and Data Security Strategy and Validations)	B Tech/ B.E./ MSc/ MCA	3 years and <6 years



RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Role / Domain	Position	Qualification	Overall Experience Required
	DevOps Engineer (CI/CD) (Senior)	B Tech/ B.E./MSc/ MCA	3 years and <6 years
	UI/UX Designer (Senior)	BE/B.Tech/BCA/BFA/ B.Arch/B. Design/PG diploma in Web Design.	3 years and <6 years
	UI/UX Designer (Junior)	BE/B.Tech/BCA/BFA/ B.Arch/B. Design/PG diploma in Web Design.	< 3 years
	Developer & Front-end Developer (Junior)	B Tech/ B.E./ BCA/ BSc/ MCA	< 3 years
	DevOps Engineer (CI/CD) (Junior)	B Tech/ B.E./ BCA/ BSc/ MCA	< 3 years
Infrastructure & Networking	Data Center IT infrastructure expert	B Tech/ B.E./ BCA/ BSc/ MCA	10 years and <15 years
	Technical Specialist (IT Infrastructure Capacity Planning and Tuning)	B Tech/ B.E./ BCA/ BSc / MCA	6 years and <10 years
	SOC Specialist	B Tech/ B.E./ BSc / MCA	6 years and <10 years
	Network Administrator	Graduate or diploma holder	3 years and <6 years
Governance, Risk & Compliance	GRC Specialist	B Tech/ B.E./ BSc / MCA /MBA	6 years and <10 years
OS / Application Support	Middleware Administrator /Application Support	Graduate or diploma holder	< 3 years
		Graduate or diploma holder	< 6 years
		Graduate or diploma holder	< 10 years
	Wintel/ Linux (R HEL/SU SE/Ubuntu/Boss/others).	Graduate or diploma holder	< 3 years
		Graduate or diploma holder	< 6 years
		Graduate or diploma holder	< 10 years
Helpdesk	Helpdesk	Graduate or diploma holder	< 3 years

In the event of any requirement not exactly matching with any of the above given list, C-DAC at its discretion will map such requirement to the closest possible profile for the purpose of defining the rate (or) at the lowest prevailing market rate as obtained from the empanelled agencies.

(END OF SECTION-III)



SECTION-IV- TERMS & CONDITIONS

The following terms and conditions shall be applicable for the empaneled bidder and the personnel deployed by them.

1. **Agreement Signing:** The empaneled bidder shall have to execute an agreement with C-DAC on the broad terms and conditions stipulated in this RFP.
2. **Period:** The empanelment contract shall be valid for a period of **two (02) years** subject to annual review and extension of contract (**for another two years**) depending on the requirements of CDAC and performance of the selected bidders.
3. The empanelment letter shall not confer any right to engagement. The bidder or its associates/companies who are empaneled with C-DAC as a result of this empanelment process are not allowed to use the name of C-DAC, its logo, service marks or any document for any purpose without the prior written approval of C-DAC.
4. Empaneled agency shall deliver all documents in English language only.
5. **This empanelment may be utilized by any other C-DAC centers across India to obtain Technical Consultancy Services (onsite or offsite), including ICT Skilled and Technical Resources Support, under the same terms and conditions outlined in this RFP.**
6. The agencies already empaneled with C-DAC shall also have to apply through this RFP process.
7. The empaneled bidder shall be liable to pay all direct and indirect taxes, duties, fees, and other impositions levied under the laws of India.
8. **Blacklisting/debarring:** C-DAC reserves the right to cancel the empanelment letter issued and debar the empaneled firm if it is discovered that the firm had produced any false information, on continued delivery of unsatisfactory services, insolvency of the company or any other ethical ground as deemed fit by giving a 7 days' prior written notice.
9. **Allocation of work post empanelment:**
 - a. **CDAC will finalize the scope of work on case-to-case basis depending on the project needs.**
 - b. **Thereafter CDAC shall circulate the scope of work among the Empaneled Agencies and call for the proposals within a specified time.**
 - c. **The distribution of work among the empaneled agencies will be managed through CDAC's internal decision-making process. This process involves a committee appointed by the Centre Head, which may include external members as needed, depending on the scope of the project.**
 - d. **The designated committee will evaluate the proposals under the criteria such as prior client interface, similar project experience, continuity, CVs of the proposed resources, Resources Technical Capabilities etc. The committee may also seek additional information (or) presentation from the empanelled vendors, if deemed necessary.**
 - e. **Based on evaluation, the committee may recommend assigning the entire project to a single empanelled agency or distributing it among multiple agencies for different tasks, at the empanelled rates.**



- f. **The recommendation of the designated Committee for selection of resources/Agency with the Approval of Competent Authority is FINAL.**
 - g. **The agency who got the work order for a specific project need to submit Performance Security to the tune of 3-5% of the total work order value on case-to-case basis as per the project requirement in addition to PBG received against the empanelment.**
10. **The selected agencies need to provide the Technical Consultancy Services (onsite or offsite) including Technical Resources and execute the work as per the work order given to them.**
 11. **All administrative matters including working hours, leave policy, work location etc., related to the Technical Resources deployed in the specific project and the payment terms are governed by the terms and conditions specified in the respective work orders issued.**
 12. Leave and related matters of such resources will be looked after by empaneled firm with notification to C-DAC, however such leaves will be sanctioned only with prior consent from the authorized and approval of C-DAC subject to following the instructions from the Clients, if applicable.
 13. Bidder shall maintain and update relevant documentation / records for all manpower.
 14. Bidder shall share authentic details of credentials of all shortlisted and selected candidates including their biodata.
 15. The technical resources selection and deployment (including the short-listing of candidates, written tests, if any, schedule of interviews, selection of manpower and training) shall be completed as per timelines and schedule specified by C-DAC.
 16. Bidder shall also maintain enough of similar manpower on their payroll to enable meeting replacement/substitution as required by C-DAC.
 17. C-DAC also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory). The decision of C-DAC shall be final and binding in the matter.
 18. C-DAC also reserves the right to terminate or ask for replacement of the services of any or all the manpower deployed, by giving one month notice, in which case, a substitute shall be provided by the bidder.
 19. **If the selected bidder defaults either after empanelment or following the issuance of the work order, C-DAC reserves the right to terminate the empanelment and/or cancel the work order. In addition, C-DAC may seek compensation for any damages, risks, and costs incurred due to the default as deemed fit.**
 20. **The bidder shall comply with the timelines defined by C-DAC in respect of any substitution of manpower. For substitutions as well as for any delay in deployment of manpower, penalties shall also be payable on back-to-back basis by the bidder as outlined in the project specific work order issued.**
 21. Deployment of the manpower shall not entitle them to any continuity or permanent or temporary employment of any kind with C-DAC.
 22. The bidder shall undertake to indemnify C-DAC against any such claims by the manpower deployed by them.



23. The bidder should not assign or sublet the selection or deployment to any other bidder.
24. The bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other bidder or organization by whatever name be called without the prior written consent of C-DAC.
25. The requirement may further increase or decrease marginally, during the period of initial contract also and the bidder should have to provide additional manpower services, if required, on the same terms and conditions from time to time during currency of contract or its extended period.
26. The persons deployed shall be required to report for work at scheduled time as directed by CDAC or any other officer concerned. The Person (deployed), who remains absent from duty on a particular day / comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.
27. The person deployed may be called on holidays, to attend duty or in any of the shifts as per project requirements as per the instructions from the Clients, if applicable.
28. The person to be deployed by the Service provider shall work under the control of C-DAC. The deployed Person may be assigned to any work decided by the Authority of C-DAC as and when required. If any of the manpower deployed by the bidder disobeys to carry out such order of the Authority; his/her service shall be withdrawn immediately and sent back to the bidder. In such a case the bidder shall provide a substitute manpower within 5 working days.
29. The transportation, food, medical and other statutory requirements in respect of each personnel of the bidder shall be the responsibility of the bidder.
30. C-DAC, shall in no way be responsible for settlement of any claims pertaining to damages, losses, financial or other injury claims to any person deployed by bidder in the course of their performing the functions/duties, or for payment towards any compensation.
31. The selected bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to C-DAC & income Tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
32. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the bidder shall not be entitled to and shall have no claim for any absorption in regular or other capacity at C-DAC.
33. The person deployed shall not claim any benefit or compensation or absorption or regularization of their deployment in C-DAC under the provision of rules and Acts. An undertaking from the person deployed to this effect shall be submitted by the bidder
34. The bidder shall provide a substitute well in advance against the manpower who would leave the job due to his/her own personal reasons to ensure the transition needed for complete handing over is completed. Handing over will be certified by the CDAC representative in the project.
35. The payment in respect of the overlapping period of the substitute shall be the responsibility of the bidder. The bidder shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance wherever applicable for the manpower deployed in C-DAC.
36. In the event of any personnel leaving the job before the completion the engaged period, the bidder will provide a suitable replacement at least 15 working days before the relieving and for



- such overlapping period, for transfer of job, data, design etc., the bidder will bill for only one personnel.
37. The manpower should be polite, cordial, and efficient while performing their work. Their actions should promote good will and to enhance the image of the C-DAC. The bidder shall be responsible for any act of indiscipline on the part of the persons deployed.
 38. The Service provider shall be able to showcase the list of the manpower available on their roles along with their skill sets and certifications for ease of selection and understanding the availability of manpower and their technical strength.
 39. Service provider shall not disclose the details of the candidates deployed at C-DAC and their project details without prior approval of C-DAC.
 40. All the selected candidates shall sign the NDA and undertaking under the Official Secrets Act provided by C-DAC and the respective client.
 41. C-DAC will indicate the base location of each project at the time of award, so that the bidder can identify local resources / relocate resource to that location at their own expenses. If the project requires travel / stay outside the base location of the project, then C-DAC shall reimburse the actual costs incurred by the resources deployed on the project for this travel and stay. This should be done in consultation with the respective C-DAC project manager.
 42. During the engagement period whatever Technology, Design, Development Process, Tools etc., developed by the resources jointly with C-DAC Team/individually, C-DAC always holds the complete IPR for any kind of further development & maintenance and the agency or their resources doesn't have any kind of rights for the same.

(END OF SECTION-IV)

**SECTION-V: SPECIFIC CONDITIONS TO THE TECHNICAL RESOURCES**

1. The bidder shall be the “employer” of the persons deployed by him at C-DAC and shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The persons deployed by the bidder shall not have any claim whatsoever like employer and employee relationship with the C-DAC.
2. In case C-DAC has to make any compensation/payment to any person deployed by the bidder, the bidder shall reimburse to C-DAC such amount and all the expenses incurred by C-DAC in defending the case filed against in this regard.
3. The manpower deployed by the bidder for the specific project through this subject empanelment shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/confirmed employees of C-DAC, during the contract period or after expiry of the contract. In case of termination of the work order/empanelment also, the persons deployed by the bidder shall not have any right of absorption in any capacity in C-DAC. The bidder should communicate the above to all the manpower deployed in C-DAC by the bidder.
4. The selected bidder shall be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at C-DAC.
5. If the bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof C-DAC is put to any loss/obligation, monetary or otherwise, C-DAC reserves the right to deduct appropriate amount from the bills payable or from the Performance Security Deposit.
6. C-DAC shall not be responsible for any financial loss, or any injury caused to any person deployed by the bidder during performing their duties/ works, or for payment towards any compensation. The persons deployed by the bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
7. The bidder shall be responsible for the entire criminal, civil, liabilities arising during the contract period by any of his/his employees’ acts or omissions and he should indemnify C-DAC from such implication/eventualities/happenings.
8. The successful bidder will indemnify C-DAC from all legal, financial, statutory, taxation, and associated other liabilities.
9. The successful bidder should provide qualified skilled personnel as per the requirement stated in Statement of Work (SoW) mentioned in the work order issued to them. The persons will be engaged for a specific time period measured in man months.
10. The successful bidder will be required to sign a work order cum contract with C-DAC team covering SoW for individual activity, module, functionality, or artefact of the required IT Services. The bidder will be required to provide the services in terms of man months as stipulated in SoW. After the completion of an activity/module, the manpower deployed for that activity/module should be taken back by the bidder or re-deployed for another activity/module, as required.



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11. The scope of services to be provided by the bidder may also cover IT services for maintenance and support of the existing software/application, design, development, installation, integration and configuration of additional features and functionalities, design, development, installation, integration and configuration of additional software modules/applications.
12. The manpower to be deployed by the successful bidder may be required to work on-site (client site) or off-site (at C-DAC or its own premises).

(END OF SECTION-V)



SECTION-VI: OBLIGATIONS OF THE BIDDER

1. **Standard of Performance:** The manpower provided by bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to C-DAC, and shall at all times support and safeguard C-DACs legitimate interests in any dealings with third Parties.
2. **Prohibition of Conflicting Activities:** The manpower provided by bidder shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Empanelment.
 - i. The manpower provided by bidder shall keep safe, secure, confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the bidder for the discharge of services.
 - ii. The manpower provided bidder shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from C-DAC, other than that required for discharge of services.
 - iii. The manpower provided bidder shall not give access to the information or data collected and received from C-DAC in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the C-DAC.
 - iv. During the engagement period whatever Technology, Design, Development Process, Tools etc., developed by the resources jointly with C-DAC Team/individually, C-DAC always holds the complete IPR for any kind of further development & maintenance and the agency or their resources doesn't have any kind of rights for the same.
3. **General Confidentiality:** Except with the prior written consent of C-DAC, the bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from C-DAC in the course of the Services, nor shall the bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
4. **Sub- contracting:** The bidder shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this Empanelment without the prior written approval of C-DAC.



5. **Reporting Obligations:** As per terms and conditions mutually agreed at the time of award of work.
6. **Rights of Use:** Subject to the provisions of this Agreement and bidder's rights over its pre-existing IP. All rights of use of any process, product, service, or data developed, generated, or collected, received from C-DAC or any other task performed by the manpower deployed by bidder under the execution of projects awarded under this Empanelment, would lie exclusively with C-DAC or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the manpower deployed by bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of C-DAC or its nominated agencies.
7. **Safety & Security of Data, Premises, Location/site:**
 - i. The data, information, documents provided by the C-DAC to the manpower deployed by bidder is the property of C-DAC. The manpower deployed by bidder shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.
 - ii. The manpower services provided by bidder shall not use the information, the name or the logo of C-DAC and or Government of India without authorization of C-DAC.
 - iii. The manpower services provided by bidder shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the C-DAC, without prior written permission from the C-DAC.
 - iv. The bidder shall follow the Security Guidelines issued by C-DAC.
 - v. The bidder would be governed by the provisions of the Law of the Land, including but not limited to the IT Act and other relevant Acts.
 - vi. C-DAC reserves the right to carry out third party Audits of the bidder to ensure compliance of stated and implicit requirements.
 - vii. The rogue behavior of the employees of bidder shall fall under the 'Unlimited liability to the bidder.
8. **Equipment & Materials Provided by the bidder:** Equipment or materials brought by the bidder and the Personnel and used either for the Project or personal use shall remain the property of the bidder or the Personnel concerned, as applicable. However, Equipment or materials bought/provided by C-DAC for the use of bidder shall remain the property of C-DAC.
9. **Intellectual Property Rights (IPR):**
 - i. C-DAC/its client shall own the IP Rights of the software solution developed by the personnel of the bidder deployed in C-DAC under the agreement, except the pre-existing IP.



- ii. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (“pre-existing work”) shall remain the sole property of that Party.
 - iii. Residuals: In no event shall SERVICE PROVIDER be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, SERVICE PROVIDER shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.
 - iv. All the Intellectual Property Rights (IPR) in the third-party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third-party owners/ bidder’s licensor and C-DAC shall have user rights in accordance with End User License Agreement (EULA) as applicable to use of such software.
 - v. Except the pre-existing IP of Successful bidder, all the work of intellectual nature whether in the form of deliverables, inventions, reports, charts, paper analysis, design, software solution developed by personnel deployed by the successful bidder shall be owned by C-DAC.
 - vi. Pre-existing IP shall mean all pre-existing information, data, software, tools and other materials developed by and on behalf of successful bidder, prior to commencement of the Services. Deployed personnel shall all the innovations and discoveries document and report to their reporting officers forthwith. C-DAC may obtain patents or copyrights on Work Product, if it deems fit.
10. **Assignment:** The bidder shall not assign, in whole or in part, any of their obligations under this Empanelment without prior approval of C-DAC.
- 11. Development Sites:**
- i. Development work can be carried out at C-DAC premises or at C-DAC’s client site or Empanelled agencies premises or any other location as per project requirement.
 - ii. Based on the mutually agreed terms for specific work orders, the bidder may have to undertake travel of key manpower to the project site for a specific phase of project as per the requirement of the project.
 - iii. In case the development work is required to be carried out at bidder premises the required infrastructure will be provided by bidder. C-DAC personnel may be contacted over telephone, VC, messenger etc. During development phase, visits by C-DAC and bidder’s personnel to each other’s premises may be arranged whenever required.
- 12. Compliance with Data Protection Laws:** The bidder must comply with all relevant data protection and privacy laws applicable in India, and should have a clear data governance framework in place.

(END OF SECTION-VI)



SECTION-VII: PROBABLE GROUNDS OF REJECTION OR NON-CONSIDERATION OF SUBMITTED DOCUMENT IN BID

The bid would be liable to rejected on following grounds, if the appropriate documents are not submitted along with the bid:-

1. Not meeting the parameters outlined in the eligibility criteria section.
2. Not securing the minimum score of 80 marks during the technical Evaluation process.
3. For Financial Turnover criteria – Both the documents shall be submitted viz CA certificate for relevant turnover & Audited Financial Statements (B/S & P/L). Non-submission of anyone document may lead to rejection of bid.
4. No mention of UDIN on CA certificate and/or certificate is not signed on CA letterhead or grossly deviating from the given format.
5. If the date mention in the CA certificate is later then UDIN
6. For Technical Capability criteria
 - a. Non submission of WO/PO/Agreement along with Client Certificate
 - b. For ongoing projects - Non submission of WO/PO/Agreement along with Client Certificate/ CA certificate for payment received.
 - c. No mention of amount on any one of the aforesaid documents.
 - d. Any project submitted which does not have on-site (at client location) resources.
7. Mandatory undertaking of blacklisting not submitted as requisite.
8. The bidders are required to quote for each line item in financial bid. If any bidder does not quote any rate in respect of any categories, the bid will be rejected.
9. Submission of Financial bid in technical bid documents.
10. Non-filling of the required formats as given in the annexures.
11. Non submission of the document that is mentioned under the eligibility criteria and technical evaluation criteria.
12. Non submission of any other document that is required, as mentioned in respective section of the RFP.
13. **Technically qualified Bidders who have quoted 20% below the Average price as calculated by the above formula shall not be considered as eligible for that position in the line item.**

(END OF SECTION-VII)



SECTION-VIII: GENERAL TERMS AND CONDITIONS

1. C-DAC's Right to Amend/ Cancel

C-DAC reserves the right to amend the eligibility criteria, scope of service and other details. C-DAC reserves the right to cancel the entire RFP without assigning any reasons thereof.

2. Corrupt or Fraudulent Practices

- 2.1 It is expected that the prospective bidder who wish to empanel as bidder should have the highest standards of ethics.
- 2.2 C-DAC will reject the proposal if it encounters that the prospective bidder recommended for award of empanelment has engaged in corrupt or fraudulent practices while competing for this contract.
- 2.3 C-DAC may declare a prospective bidder ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time encounters that the prospective Bidder has engaged in corrupt and fraudulent practices during the award/execution of contract.
- 2.4 CDAC expects the bidder to show highest ethical standards during the course of the assignment; if any complaints/information regarding any incident of bribery, corrupt payment, an unauthorized offer etc., is brought to the fore, the bidder shall take the necessary action (to the extent of expulsion/removal) as per its organization rules and laws applicable at that time;
- 2.5 CDAC is absolved of any liability/claim arising out of any such above situations; all personnel should have signed the code of conduct with the bidder and any conflict of interest shall be declared to CDAC.

3. Penalty for Use of Undue influence

- 3.1 The prospective bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person employed in C-DAC or otherwise in procuring the contract/agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/agreement or any other contract/agreement with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the contract/agreement or any other contract/agreement with the Government of India.
- 3.2 Any breach of the aforesaid undertaking by the prospective bidder or anyone employed by him or acting on his behalf (whether with or without the Knowledge of the prospective bidder) or the commission of any offense by the prospective bidder or anyone employed by him or acting on his behalf, as defined in Chapter 9 of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle C-DAC to cancel the contract/agreement and all or other contract/agreements with the prospective bidder and recover from the prospective bidder the amount of any loss arising from such cancellation.



3.3 The decision of C-DAC to the effect that a breach of the undertaking had been committed shall be final and binding on the prospective bidder, giving or offering of any gift, bribe or inducement or any attempt at any such act behalf of the prospective bidder toward any officer/employee of C-DAC or to any other person in a position to influence any officer/employee of C-DAC for showing any favour in relation to this or any other contract/agreement, shall render the prospective bidder to such liability/penalty as C-DAC may deem proper, including but not limited to termination of the contract/agreement, imposition of penal damages, and refund of the amount paid by C-DAC.

4. Confidentiality

4.1 The bidder and/or their personnel shall not, either during the term or after expiration of engagement period disclose any proprietary or confidential information relating to the services, contract or C-DAC's business or operations without the prior written consent of C-DAC.

4.2 The bidder and/or their personnel shall not, either during the term or after expiration of this contract, undertake any public communication, press/media releases relating to the services, contract, or C-DAC's business or operations without the written consent of C-DAC. Information available on public domain is excluded from confidentiality clauses.

4.3 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the C-DAC, its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to C-DAC and its customers is deemed confidential whether marked confidential or not.

4.4 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Bidder personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

4.5 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order



of any government authority. Bidder in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of C-DAC, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

- 4.6 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 4.7 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement.
- 4.8 Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

5. Force Majeure

- 5.1 C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure.
- 5.2 Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.
- 5.3 Force Majeure shall not include:
 - 5.3.1 Any event which is caused by the negligence or intentional action of a Party or by or of such party's agents or employees, nor any event which a diligent Party could reasonably have been expected both to consider at the time of the signing of the contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
 - 5.3.2 Insufficiency of funds or human resources or inability to make any payment required for the execution of services under this contract.

6. Arbitration

- 6.1 All disputes/claims of any kind arising out of supply, commissioning, acceptance, warranty, maintenance etc. under this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.
- 6.2 The place/seat of the arbitration shall be New Delhi, India.
- 6.3 The Tribunal shall consist of 1 (one) arbitrator.
- 6.4 The law governing the arbitration agreement shall be Indian Law.



6.5 The language of the arbitration shall be English.

6.6 The decision of the arbitrator shall be final and binding on both the parties. Initially the cost of Arbitration shall be borne equally by both the parties and finally as per the decision of the Arbitrator. Any other costs or expenses incurred by a party in relation to the arbitration proceedings shall ultimately be borne by the party as the Arbitrator may decide. The courts of Chennai shall have sole jurisdiction to try and entertain the disputes which are not covered under the ambit of arbitration.

7. Indemnity

Selected bidder shall save, indemnify and hold harmless C-DAC from any third party Govt. claims, losses penalties, if any, arising in connection with this contract.

8. Assignment

Selected bidder shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without prior written permission of C-DAC.

The prime responsibility towards the successful execution of agreement/contract lies with prospective bidder associating with C-DAC. The selected bidder shall not fully or partially sub-let to any other entity without prior approval and written consent of C-DAC.

9. Severability

If any provision of this contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

10. Interpretation of the Clauses in the RFP Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in the RFP document, the interpretation of the clauses by Centre Head, C-DAC Chennai shall be final and binding on all parties.

11. Agreement with other Organization

The Vendor shall not use C-DAC's name with any other party nor permit the use of any services of C-DAC. Violation of this agreement and notwithstanding anything to the contrary this agreement shall ipso facto stand terminated.

12. Limitation of Liability:

The liability of the bidder arising out of breach of any terms, conditions of this RFP , contract, work order and addendums/amendments thereto, misconduct, and wilful default will be limited to the total order value. However, liability of the bidder in case of death, injury, damage caused to the personnel/property due to/arising out of/incidental to any act/omission/default/deficiency of bidder, will be at actuals.

In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, and special or punitive damages of any kind.

**13. Jurisdiction:**

The courts at Chennai, Tamil Nadu alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Chennai, Tamil Nadu Court shall have jurisdiction in the matter. C-DAC reserves the right to terminate the services with notice of one month, if services are found deficient and forfeit the payment for the period of such deficient services.

14. Termination:

If the successful bidder fails to discharge the contractual obligations/comply with the requirements during the currency of the contract, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this RFP.

C-DAC will release the due amount payable to successful bidder towards services provided till the date of termination, those are accepted by C- DAC. However, the amount towards penalty, if any, will be deducted from the payable amounts and such defaulted vendor shall be blacklisted for a period up to 2 years.

15. Non-Disclosure of Information:

The bidder shall not communicate or use in advertising, publicity, sales releases or in any other medium any information/materials like description of the site, dimensions, photographs or any other information concerning the work under this RFP which may come to its possession, without the prior written permission of the CDAC.

16. Fall Clause

i. The bidder shall ensure that the prices charged for the exact identical Services etc. to be provided by the bidder shall in no way exceed the lowest price at which the bidder provides identical services of identical description to any other Government of India organization during the currency of the contract. If at any time during the currency of the contract, the bidder reduces the price of such identical services to any other Government of India organization at a price lower than the prices chargeable under the contract, they shall forthwith notify such reduction or sale to the buyer and price agreed to under the contract for the services provided after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

ii. To comply with the above condition, the bidder shall furnish the following certificate along with each bill for payment to the paying authority:

iii. The price charged for the services provided under the contract by the bidder shall in no event exceed the lowest price at which the bidder provided the services of identical services of identical description to any other Government of India organization for at least one year from the date of order/contract.

iv. If at any time, during the said period, the bidder reduces the price of such identical services to any other Government of India organization at a price lower than the price chargeable under the



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order/contract, they shall forthwith notify such reduction or services to the buyer and the price payable under the order/ contract for the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced".

(END OF SECTION VIII)



Annexure-A

Covering Letter

(To be submitted in original on letterhead)

Date:

To
The Centre Head
Centre for Development of Advanced Computing
Tidel Park, 8th Floor, 'D' Block (North & South),
No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113

Subject: Request for Proposal For Empanelment of Agencies to Provide Technical Consultancy Services (Onsite/offsite) with Skilled & Technical Resource Support on rate contract basis for a period of 2 Years-Reg

Dear Sir,

We hereby submit our proposal in response to the invitation for Request for Proposal (RFP) No. **C-DAC(C)/RFP/TC&TR/01/2024-25** published on CPP Portal for the above purpose.

We would like to express our interest in empanelment and also transferred the requisite EMD amount of Rs.20,00,000/- to C-DAC's designated account on(date). Also, we have submitted all the required documents as per the Check List **Annexure-G**.

We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

- We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 120 days as stipulated in the RFP document.
- **We also undertake that we are not backlisted or debarred from bidding process, by any Educational/R&D /Govt. Organization, as on date of submission of the bids and that there have been no regulatory action initiated /pending against us as on the date of release of RFP.**
- All the information and statements made in this proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification by the Client.



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- We meet the eligibility requirements as stated in this RFP and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- Our proposal is binding upon us and subject to any modifications/ amendments CDAC made before the date of submission.
- We understand that the C-DAC is not bound to accept any proposal that received under this RFP.

Sincerely Yours,
Signature of the Competent Authority (with date)
Full name:
Designation/Stamp:



RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Annexure-B

Authority Letter

(To be submitted in original on letterhead)

Date:

To
The Centre Head
Centre for Development of Advanced Computing
Tidel Park, 8th Floor, 'D' Block (North & South),
No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113

Subject: Request for Proposal For Empanelment of Agencies to Provide Technical Consultancy Services (Onsite/offsite) with Skilled & Technical Resource Support on rate contract basis for a period of 2 Years-Reg

RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Dear Sir,

We, M/s _____ (Name of the prospective bidder) having registered office at _____ (address) herewith submit our proposal against the said RFP document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the proposal documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us and Board Resolution duly certified by the Company Secretary (or) Power of Attorney is also enclosed herewith.

For M/s (Name of the prospective bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



Annexure-C

ORGANIZATION DETAILS

SL.N o	Particulars	Details
1.	Name of the Organization	
2.	Name, designation, e-mail and mobile number of contact person	
3.	Address of Head Office/Registered Office	
4.	Details of Branch offices, Regional Offices, if any	
5.	Nature of Business	
6.	Organizational Certifications and Accreditations	
7.	Any other information	

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

**Annexure-D****PROJECT EXPERIENCE DETAILS**

S. No	Item	Details
1.	Name of the project/Client	
2.	Contract Value (In Lakhs) (ensure relevant proof has been enclosed)	
3.	Project Status (On-Going/Completed)	
4.	Client Type (State or Central Government/State or Central PSU/Public Sector Banks/)	
5.	Mention the document enclosed as proof of client engagement with value of order <ul style="list-style-type: none">• Copy of Letter of Intent or Work Order or Agreement and Self declaration or Client letter for work completion as per Annexure-I	
6.	Name, Title & Address of the Client who can be contacted	
7.	Reference page number in the bid proposal	
8.	No. of cumulative orders enclosed as a proof for the project value	



Annexure-E

COMMERCIAL PROPOSAL & BOQ FORMAT

The financial proposal shall be submitted as per the format given below:

Please note - This format is only to be submitted in Financial Bid Section available on procurement portal. No copies of filled financial bid shall be submitted with PQ cum Technical bid; else the bid shall be rejected.

To,
The Centre Head
Centre for Development of Advanced Computing
Tidel Park, 8th Floor, 'D' Block (North & South),
No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113

Subject: Request for Proposal For Empanelment of Agencies to Provide Technical Consultancy Services (Onsite/offsite) with Skilled & Technical Resource Support on rate contract basis for a period of 2 Years-Reg

RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

Dear Sir,

- a) I/We, the undersigned proposer, having read & examined in detail, the RFP Document, the receipt of which is hereby duly acknowledged. I/ we, the undersigned, offer our best commercial rates to provide services with the said tender documents and in accordance with the schedule of Prices indicated in the Price Bid and made part of this RFP.
- b) If our Bid is accepted, we undertake to provide required services within the scheduled timelines.
- c) We confirm that this offer is valid for 120 days from the date of submission of the bid of to the CDAC, Chennai.
- d) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- e) We agree that the CDAC Chennai is not bound to accept the lowest Bid or any Bid, or CDAC may reject all bids.
- f) I/We agree to all the terms & conditions as mentioned above & in the RFP document and submit that we have not submitted any deviations in this regard.

#	Role	Monthly Cost excluding GST (INR)
1.		
2.		
3.		



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4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

- The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per prevailing rates.
- The rates quoted would remain fixed for the duration as stipulated in the RFP.

Date:

Authorized Signatory Name:

Designation:



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ANNEXURE F

**CERTIFICATE/UNDERTAKING FROM BIDDER – MII & LAND BORDER
SHARING DECLARATION**

(ON COMPANY'S LETTER HEAD)

To,
The Centre Head
Centre for Development of Advanced Computing
Tidel Park, 8th Floor, 'D' Block (North & South),
No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113

Subject: Request for Proposal For Empanelment of Agencies to Provide Technical Consultancy Services (Onsite/offsite) with Skilled & Technical Resource Support on rate contract basis for a period of 2 Years-Reg

RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

We hereby certify that the Services being offered by us vide our proposal, comply with the provisions of order No. Order No P-45021/2/2017-PP (BE-II), dated 16th Sept 2020 in line with Class-I/Class-II Local supplier issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI.

Further, We have read the clause mentioned in Order (Public Procurement No. 4) No. F.No.7/10/2021- PPD(1) of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd Feb 2023 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we also certify that,

We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

For (Name of Bidder)

Authorised Signatory
(Name & Signature)
(Company's Seal)

**ANNEXURE G****Draft NDA**

This Non Disclosure Agreement (“Agreement”) is made effective from this day of [month year] between [agency name] having office at [address of agency] and Centre for Development of Advanced Computing, Chennai, a constituent unit of C-DAC, a Scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act, 1860 and Bombay Public Trust Act, 1950, having its registered office at Savitribai Phule Pune University Campus, Ganesh Khind, Pune-411007 and place of business at C-56/1, Anusandhan Bhawan, Sector-62, Noida 201309 (hereinafter referred to as “Client”)

(Client and [agency name] shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, the Client has empaneled [agency name] for rendering Technical Consultancy Services (Onsite/offsite) with Skilled & Technical Resource Support during the period commencing from <ddmmy> to <ddmmy>

WHEREAS, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
 - a. is independently developed by the Recipient ; or
 - b. is rightfully received free of restriction from another source having the right to so furnish such information; or
 - c. has become generally available to the public; or



- d. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
- e. the non-Disclosing Party agrees in writing to be free of such restrictions; or
- f. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party’s prior written consent, other than to [agency name] subcontractors and to each other’s employees on a need-to- know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient’s determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The term of this Agreement shall be in force from the date of its execution by both Parties. Both the parties shall jointly review this Agreement before its expiry and shall extend it for another(period) if mutually agreed upon by both the parties

9. The authorised representatives from [agency name] side shall be –

a) <xx>

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives.

12. The Parties agree that the laws of India, other than its conflict of laws provisions, shall apply in any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of For and on behalf of

Sig.:

Name:

Title:

Place:

Witness:

Sig.:

Name:

Title:

Place:

Witness:



ANNEXURE H

CHECKLIST (TO BE ENCLOSED ALONG WITH TECHNICAL BID)

S. No.	Description of Documents	Supporting documents Required	Page No. From -To
1	Covering letter for RFP as a Token Acceptance & Non-Backlisting Declaration along with signed copy of complete set of RFP.	Annexure-A	
2	Online transaction receipt towards payment of EMD of INR 20,00,000/- (Rupees Ten Lakhs Only) to C-DAC Chennai.	Copy of Transaction Details with UTR Number.	
3	Authority Letter for RFP participation.	Annexure-B	
4	Organizational Details	Annexure – C	
5	Details of experience of the prospective agencies	Annexure – D	
6	Commercial Proposal & Price BoQ Format	Annexure – E	
7	Certificate/Undertaking From Bidder – MII & Land Border Sharing Declaration	Annexure – F	
8	Non-Disclosure Agreement Draft	Annexure-G	
9	Copy of Documents in support of Eligibility Criteria Table	All supporting documents to be uploaded in seriatim.	
10	Copy of Documents in support of Technical Scoring Criteria Table	All supporting documents to be uploaded in seriatim.	



ANNEXURE -I

**UNDERTAKING LETTER FOR WORK EXPERIENCE
(ON COMPANY'S LETTER HEAD)**

To,
The Centre Head
Centre for Development of Advanced Computing
Tidel Park, 8th Floor, 'D' Block (North & South),
No.4 Rajiv Gandhi Salai, Taramani,
Chennai- 600113

Subject: Request for Proposal For Empanelment of Agencies to Provide Technical Consultancy Services (Onsite/offsite) with Skilled & Technical Resource Support on rate contract basis for a period of 2 Years-Reg

RFP Ref No: C-DAC(C)/RFP/TC&TR/01/2024-25

We hereby certify that the following data provided by us are true as per the records available and we undertake to provide any related documents as when demanded by C-DAC in this regard.

S. No	Item	Details
1.	Name of the project/Client	
2.	Contract Value (In Lakhs) (ensure relevant proof has been enclosed)	
3.	Project Status (On-Going/Completed)	
4.	Client Type (State or Central Government/State or Central PSU/Public Sector Banks etc.,)	
5.	Name, Title & Address of the Client who can be contacted	
6.	Reference page number in the bid proposal	
7.	No. of cumulative orders enclosed as a proof for the project value	

We understand that in case of any wrong declaration, we(name of the bidder) is liable for blacklisting up to 2 years as deemed fit apart from cancellation of current empanelment.

For (Name of Bidder)

Authorised Signatory
(Name & Signature)
(Company's Seal)